

June 15, 2004 CPC



STAFF'S  
REQUEST ANALYSIS  
AND  
RECOMMENDATION

04SN0266

Skinquarter Investments, LLC

Bermuda Magisterial District  
Marguerite Christian Elementary, Carver Middle and  
Thomas Dale High School Attendance Zones  
South line of Southcreek Drive

**REQUEST:** Rezoning from Agricultural (A) to Residential (R-15).

**PROPOSED LAND USE:**

A single family residential subdivision having a maximum density of 1.5 dwelling units per acre is planned yielding approximately thirty-three (33) lots.

**RECOMMENDATION**

Recommend approval for the following reasons:

- A. The proposed residential zoning and land use conform to the Consolidated Eastern Area Plan which suggests that property is appropriate for low density residential development of 1.5 units per acre or less.
- B. The proposed zoning and land use are representative of existing and anticipated area development.
- C. The proffered conditions address the impacts of this development on necessary capital facilities, as outlined in the Zoning Ordinance and Comprehensive Plan. Specifically, the needs for roads, schools, parks, libraries and fire stations is identified in the Public Facilities Plan, the Thoroughfare Plan and the Capital Improvement Program, and the impact of this development is discussed herein. The proffered conditions adequately mitigate the impact on capital facilities,

thereby insuring adequate service levels are maintained and protecting the health, safety and welfare of County citizens.

- (NOTES:
- A. THE ONLY CONDITION THAT MAY BE IMPOSED IS A BUFFER CONDITION. THE PROPERTY OWNER(S) MAY PROFFER OTHER CONDITIONS.
  - B. IT SHOULD BE NOTED THAT THE PROFFERED CONDITIONS WERE NOT SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO THE COMMISSION'S PUBLIC HEARING PER THE "SUGGESTED PRACTICES AND PROCEDURES." THE "PROCEDURES" SUGGEST THAT THE CASE SHOULD BE DEFERRED IF REPRESENTATIVES FROM THE AFFECTED NEIGHBORHOOD(S), STAFF AND THE COMMISSIONERS HAVE NOT HAD SUFFICIENT TIME TO EVALUATE THE AMENDMENTS. STAFF HAS HAD AN OPPORTUNITY TO THOROUGHLY REVIEW THESE PROFFERS.)

PROFFERED CONDITIONS

- 1. Public water and wastewater systems shall be used. (U)
- 2. The applicant, subdivider, or assignee(s) shall pay the following for dwelling units developed to the County of Chesterfield prior to the issuance of building permit for infrastructure improvements within the service district for the property:
  - a. \$9000.00 per dwelling unit, if paid prior to July 1, 2004: or
  - b. The amount approved by the Board of Supervisors not to exceed \$9000.00 per dwelling unit adjusted upward by any increase in the Marshall and Swift Building Cost Index between July 1, 2003 and July 1 of the fiscal year in which the payment is made after June 30, 2004.
  - c. In the event the cash proffer is not used for the purpose for which proffered within 15 years of receipt, the cash shall be returned in full to the payer. (B & M)
- 1. Except for the timbering approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the property until a land disturbance permit has been obtained from the Environmental Engineering Department and approved devices have been installed. (EE)
- 2. Minimum Lot Size. Each lot shall have a minimum area of 18,000 square feet. (P)

3. Average Lot Size. The overall average lot size shall be a minimum of 22,000 square feet. (P)
6. Density. A maximum of 1.5 dwelling units per acre shall be permitted. (P)
7. Communication with Southcreek Homeowners Association. The Owner shall be responsible for notification, by registered, certified or first class mail, to the last known representative on file with the Chesterfield County Planning Department of the Southcreek Homeowners Association of the submission of any tentative subdivision plan. Such notification shall occur as soon as practical, but in no event less than twenty-one (21) days prior to approval or disapproval of any tentative subdivision plan. The Owner shall provide the Planning Department with evidence that such notice was sent. (P)
8. Covenants, Conditions and Restrictions. At a minimum, the following restrictive covenants shall be recorded prior to or in conjunction with the recordation of any subdivision plat of the Property:
  1. No lots shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and one private garage for not more than two cars.
  2. Only one residence shall be erected or placed on a single lot, and no lot shall, after its original conveyance, be subdivided into smaller lots or parcels. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Eighteen wheel tractor trailers are prohibited from being parked on or maintained on any lot at anytime.
  3. No nuisance, obnoxious, or offensive activities shall be permitted to exist or operate upon any portion of any property so as to be detrimental to or interfere with any other property in the vicinity there or to its occupants.
  4. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Nor shall any of the above be kept on any lot except in sanitary containers, in the rear yards only.
  5. No animals, livestock, hogs, pigs or poultry of any kind, shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept therein if they are not kept, bred or maintained for any commercial purpose, and in accordance with the applicable ordinances. For the purpose herein pigs and/or hogs, including, but not limited to "pot belly" pigs are not household pets.

6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, unless approved by the Architectural Control Committee in writing.
7. An Architectural Control Committee (herein called "Committee") originally composed of three (3) members is hereby established. Any two members of the Committee may act on behalf of the Committee without holding a meeting of the full Committee or giving notice to the other members. The members of the Committee shall receive no compensation for acting hereunder.
8. No improvement shall be erected, placed or altered on any lot until the construction plan thereof, and a plan showing the location of the said improvement shall have been submitted to and approved by the Architectural Control Committee. No construction on said improvements shall commence until the said plans and location of said improvements shall have been approved by the Committee in writing. The Committee reserves the right to request such information and data as may be necessary to make said determination. Prior to the commencement of any improvements, written approval may be withdrawn at any time by the Committee by giving written notice to said party of its withdrawal of said approval. The Committee approval as required above shall be in writing and, in the absence of such written approval, construction plans and location plans shall be considered as disapproved. The building location on all lots shall be within the applicable County zoning ordinance, and at the discretion of the said Committee.
9. There shall be no clearing or other disturbances of the area within the 100 year flood plan except utility and drainage easements. The flood plan and creek areas shall otherwise remain in their present natural state.
10. The foundation of all single family residences on any lot shall be constructed of brick only on all front exterior walls, unless otherwise approved by the Committee. No exposed cinder or concrete block exterior walls or foundations shall be erected. All single family residences must have some exterior appurtenance on either the front or side elevations, such as covered stoops, covered porches or decks. These exterior appurtenances must be a minimum of 40 square feet. All one and one-half story cape style single family residences shall have at least one dormer window.
11. All single family residence shall conform to a Colonial, Traditional, or Transitional architectural style. No aluminum siding will be used, with the exception of aluminum trim. The roof pitch on all single-family

residences, except for covered porches shall have a minimum of six inches of rise for every foot. Dimensional shingles shall be used on all residences.

All single family residences shall have the following minimum square footage:

- a) The floor area of a single story, ranch style single family residence shall not be less than 1,600 square feet.
  - b) The floor area of any one and one half story, cape cod style residence shall not be less than 1,700 square feet.
  - c) The floor area of any two-story residence shall not be less than 1,800 square feet.
  - d) Attached porches, covered stoops, breezeways, and garages shall not be included in computing minimum square footage.
12. No ranch single family residence shall be built on a lot adjacent to another single family ranch style residence.
  13. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses may not be temporarily or permanently occupied until the exteriors thereof have been completed unless permitted by prior written approval of the Architectural Control Committee and evidence that a Certificate of Occupancy has been issued by Chesterfield County. During the continuance of construction the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.
  14. Only mailboxes, newspaper tubes, lamp posts, and driveway materials meeting the design standard of the Architectural Control Committee shall be permitted. The Declarant reserves the right to establish mandatory uniform regulations to govern the erection and/or alteration of same in the subdivision. Such uniform regulations will be administered through the Architectural Control Committee.
  15. Unless approved by the Architectural Control Committee, no antenna, aerial or device of any kind used for the purpose of transmitting or receiving radio, television, microwave or satellite signals shall be placed

or erected on any lot or on the exterior of any residence or any other building or structure thereon.

16. No fence shall be permitted between the single family residence and the street line (front yard). Split rail fences or other wooden fences may be built between the rear of the house and the rear lot line (rear yard). The split rail fences may be backed with approved wire to provide animal retention. There shall be no other metal or chain link fences permitted.
17. Clothes lines or other clothes drying apparatus shall be screened from public view in a manner approved by the Architectural Control Committee.
18. Where possible and conditions permit, there will be no strip clearing of all trees from any lot. Anyone erecting improvements on the said lots must strive to leave natural tree buffer on both the rear and sides of all lots. However, brush and scrub trees under six inches in diameter may be removed from all lots if so desired.
19. Utility storage sheds or tool sheds shall have an exterior texture and color that matches the exterior texture and color of the residence on said lot and must be placed between rear line of the residence and the rear lot line.
20. Easements for installation and maintenance of utilities and drainage are reserved as shown on said subdivision plat.
21. The Declarant, while it may during the course of the development of the Property subject or to be subjected to the covenants, conditions and restrictions herein set forth, may undertake to maintain certain areas within the rights of way and/or easements within said development. Said conduct on the part of the Declarant shall not be deemed to impose any continuing liability on the Declarant to do so and the Declarant reserves to themselves at all times the right to discontinue any such maintenance.
22. Prior to the rights of way, easements and roads being accepted by the Virginia Department of Transportation, and the County of Chesterfield road systems, no alterations, additions or improvements shall be made within the rights of way and/or easements including, but not limited to driveway culvert areas, ditches and where driveways tie into the roadways. At such time the rights of way, easements and roadways are in the Virginia Department of Transportation and Chesterfield County systems all necessary permits and approvals must be obtained from any and all required government departments and/or agencies and the Committee.

23. Areas designated as Common Areas, Private Drainage Easement, and/or BMP facility on the are real property owned by Skinquarter Investments LLC., a Limited Liability Company or the Southcreek Homeowners Association for the use and enjoyment of the lot owners of Southcreek Subdivision. Ownership of the Common Area shall be conveyed to Southcreek Homeowners Association by a deed from Declarant at such time as ninety percent (90%) of the lots in Southcreek have been conveyed to homeowners, or January 1, 2006, whichever occurs first.

Every lot owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot.

Declarant, for each lot owned in Southcreek, hereby declares and covenants that every homeowner upon accepting a deed to a lot will automatically become a member to the Southcreek Homeowners Association (The "Association"). Furthermore, by acceptance of said deed, whether or not it shall be so recited in each deed, each homeowner is deemed to covenant and agrees to pay annual assessments to the Association. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, right of ways, easements and for the maintenance of the BMP facility per the BMP Facility Agreements recorded with the Clerk of the Circuit Court, Chesterfield County in Deed Book 2965, Page 608, Deed Book 2965 Page 614, Deed Book 2306, Pages 1532 through 1536 and any future BMP Facilities in Southcreek. Nothing contained herein shall create a duty on the part of Declarant to make any such improvements. The Association shall pay any real estate taxes and other charges assessed against the Common Area.

The maximum annual assessment shall be (a) Beginning October 1, 1993 the maximum annual assessment shall be \$120.00 per lot on which there exists completed improvements as determined by the issuance by the appropriate governmental authority of a Certificate of Occupancy; (b) From and after January 1, 1994 the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association of fifteen percent (15%) of the Association members, voting in person or by the proxy, at a meeting called for such purpose; (c) The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum.

The annual assessments, together with the cost of collecting delinquent assessment such as interest, court costs and reasonable attorney fees shall be a charge on the land and will be a continuing lien upon the real estate

(lot) against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such lot when the assessment became due. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%). The Association may bring an action at law against the lot and/or the owner(s) thereof. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and so notify in writing each lot owner of such. The due date shall be established by the Board of Directors of the Association. The Association shall upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid.

Any assessments, charges and cost of the maintenance of such Common Area shall constitute a lien on the individual lots inferior in lien and dignity only to real estate taxes and bona fide duly recorded first deeds of trust on each lot. Sale or transfer of any lot shall not affect the assessment lien, however the sale or transfer of any lot pursuant to a first deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot for any assessment thereafter becoming due or from the lien thereof.

24. Each and every covenant, condition and easement herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same.
25. Invalidation of any one of these covenants or conditions by judgment or court adjudication or otherwise shall in no way modify, affect, or invalidate any of the other remaining covenants and conditions herein contained which shall remain in full force and effect.
26. Declarant and successor or assigns hereby expressly reserve the right to release or modify in part any of the restrictive covenants or conditions contained herein.
27. The covenants and conditions herein contained, unless expressly released or modified, shall run with the land and shall be binding upon the owner or owners of each and every lot, and all parties claiming through or under each such owner or owners for a period of 25 years from the date of the recordation hereof, after which period such covenants and conditions shall be automatically extended for successive periods of ten years each, unless prior to the expiration of said period, an instrument executed and



acknowledged by the then owners of the majority of all the lots be recorded in the appropriate Clerk's Office revoking the said covenants and conditions, at which time the covenants and conditions shall cease and have no further effect at the end of the applicable extension period. (P)

### GENERAL INFORMATION

#### Location:

South line of Southcreek Drive, south of Jumping Mallard Place and Broadbill Drive.  
Tax ID 805-640-2659 (Sheet 35).

#### Existing Zoning:

A

#### Size:

22.5 acres

#### Existing Land Use:

Vacant

#### Adjacent Zoning and Land Use:

North - R-12; Single family residential

South - A and I-1; Vacant

East and West - A; Single family residential or vacant

### UTILITIES

#### Public Water System:

An eight (8) inch water line extends along the north side of Southcreek Drive opposite this site. Use of the public water system is intended. (Proffered Condition 1)

#### Public Wastewater System:

A ten (10) inch wastewater trunk line extends along the north side of Ashton Creek and across the southern portion of this site. In addition, an eight (8) inch wastewater collector line extends across this site to serve the Southcreek development north of Southcreek Drive. Use of the public wastewater system is intended. (Proffered Condition 1)

## ENVIRONMENTAL

### Drainage and Erosion:

The property drains to the rear to Ashton Creek. There are currently no on- or off-site drainage or erosion problems with none anticipated after development.

The property is heavily wooded and should not be timbered without first obtaining a land disturbance permit. This will ensure that adequate erosion control measures are in place prior to any land disturbance activity. (Proffered Condition 3)

### Water Quality:

The rear of the property is along Ashton Creek, a perennial stream subject to a 100 foot conservation area with limited uses.

## PUBLIC FACILITIES

The need for fire, school, library, park and transportation facilities is identified in the Public Facilities Plan, the Thoroughfare Plan and Capital Improvement Program. This development will have an impact on these facilities.

### Fire Service:

The Public Facilities Plan indicates that fire and emergency medical service (EMS) calls are expected to increase forty-four (44) to seventy-eight (78) percent by 2022. Six (6) new fire/rescue stations are recommended for construction by 2022 in the Plan. In addition to the six (6) new stations, the Plan also recommends the expansion of five (5) existing stations. Based on thirty-three (33) dwelling units, this request will generate approximately eight (8) calls for fire and emergency medical services each year. The applicant has addressed the impact on fire and EMS. (Proffered Condition 2)

The Dutch Gap Fire Station, Company Number 14, and Bensley Bermuda Volunteer Rescue Squad currently provide fire protection and emergency medical service. When the property is developed, the number of hydrants, quantity of water needed for fire protection, and access requirements will be evaluated during the plans review process.

### Schools:

Approximately seventeen (17) school age children will be generated by this development. The site lies in the Marguerite Christian Elementary School attendance zone: capacity - 721, enrollment - 963; Carver Middle School zone: capacity - 1,222, enrollment - 1,469; and Thomas Dale High School zone: capacity - 1,840, enrollment - 2,005.

This development will have impact on area schools. There are currently eleven (11) trailers at Marguerite Christian Elementary and six (6) trailers at Carver Middle. The applicant has agreed to participate in the cost of providing for area school needs. (Proffered Condition 2)

#### Libraries:

Consistent with Board of Supervisors' policy, the impact of development on library services is assessed County-wide. Based on projected population growth, the Public Facilities Plan identifies a need for additional library space throughout the County.

Development of the property would most likely affect either the Chester Library or the Enon Library. The Plan identifies a need for additional library space at both these locations. The applicant has offered measures to assist in addressing the impact of this development on these facilities. (Proffered Condition 2)

#### Parks and Recreation:

To date, no comments have been received from the Parks and Recreation Department for this request.

#### Transportation:

The property (22.5 acres) is currently zoned Agricultural (A), and is located just south of the Southcreek Subdivision. The applicant is requesting rezoning from A to Residential (R-12) and has proffered a maximum density of thirty-three (33) lots (Proffered Condition 6). Based on single-family trip rates, development could generate approximately 320 average daily trips. These vehicles will initially be distributed along Southcreek Drive to Woods Edge Road, which had a 2003 traffic count of 5,685 vehicles per day.

The traffic impact of this development must be addressed. Most area roads in this part of the county have little or no shoulders, fixed objects adjacent to the edge of pavement, and poor vertical and horizontal alignments. As development continues in this part of the county, traffic volumes on area roads will substantially increase. The roads will need to be improved to address safety and accommodate the increase in traffic. Woods Edge Road will be directly impacted by development of this property. Sections of Woods Edge Road have twenty-one (21) feet of pavement with no shoulders. The capacity of this road is acceptable (Level of Service D) for the volume of traffic it currently carries. The standard typical section for this type of roadway should be twenty-four (24) foot wide pavement, with minimum eight (8) foot wide shoulders. The applicant has proffered to contribute cash, in an amount consistent with the Board of Supervisors' Policy, towards mitigating the traffic impact of this development (Proffered Condition 2). Cash proffers alone will not cover the cost of the road improvements needed in this area. There are no public road improvement projects in this area currently included in the Six-Year Improvement Plan.

At time of tentative subdivision review, specific recommendations will be provided regarding a stub road right-of-way to the adjacent property to the east and the proposed internal street network.

Financial Impact on Capital Facilities:

		<u>PER UNIT</u>
Potential Number of New Dwelling Units	33*	1.00
Population Increase	89.76	2.72
Number of New Students		
Elementary	7.92	0.24
Middle	4.29	0.13
High	5.61	0.17
TOTAL	17.82	0.54
Net Cost for Schools	159,951	4,847
Net Cost for Parks	22,869	693
Net Cost for Libraries	12,375	375
Net Cost for Fire Stations	13,233	401
Average Net Cost for Roads	135,597	4,109
TOTAL NET COST	344,025	10,425

\*Based on a proffered maximum of 1.5 units per acre (Proffered Condition 6). Actual number of units and corresponding impact may vary.

As noted, this proposed development will have an impact on capital facilities. Staff has calculated the fiscal impact of every new dwelling unit on schools, roads, parks, libraries and fire stations at \$10,425 per unit. The applicant has been advised that a maximum proffer of \$9,000 per unit would defray the cost of the capital facilities necessitated by this proposed development. Consistent with the Board of Supervisors' Policy, and proffers accepted from other applicants, the applicant has offered cash to assist in defraying the cost of this proposed zoning on such capital facilities. (Proffered Condition 2)

Note that circumstances relevant to this case, as presented by the applicant, have been reviewed and it has been determined that it is appropriate to accept the maximum cash proffer in this case.

## LAND USE

### Comprehensive Plan:

Lies within the boundaries of the Consolidated Eastern Area Plan which suggests the property is appropriate for low density residential development of 1.5 units per acre or less.

### Area Development Trends:

Adjacent properties to the north are zoned Residential (R-12) and are developed as part of the Southcreek Subdivision. Properties to the east and west are zoned Agricultural (A) and are occupied by single family residences or are currently vacant. Adjacent properties to the south are zoned Agricultural (A) and Light Industrial (I-1) and are currently vacant. It is anticipated that low density residential development will continue to the north, east and west and that light industrial uses will continue to develop south of the request site, across Ashton Creek, consistent with the recommendations of the Plan.

### Site Design:

The request property abuts Southcreek Subdivision to the north, which is zoned Residential (R-12). Access to the property is proposed from Southcreek Drive through a portion of the Southcreek development.

### Density:

The applicant has proffered that no more than 1.5 dwelling units per acre may be developed on the property, yielding a maximum of thirty-three (33) lots on 22.5 acres. (Proffered Condition 6)

### Comparison of Area Lot Sizes and Densities:

In 1988, zoning was approved for the adjacent Southcreek Subdivision development (Case 86S008). Proffered conditions of this 1988 case require that lots within Southcreek Subdivision contain a minimum area of 18,000 square feet. Consistent with this requirement, proffered conditions for the subject property require a minimum lot size of 18,000 square feet. (Proffered Condition 4)

Access to the subject property is provided through Southcreek Subdivision via Southcreek Drive, which eventually ties into Woods Edge Road. There is no direct access from this property to Woods Edge Road. In an effort to address compatibility with adjacent developments through which this property has sole access, average lot sizes and densities of this adjacent subdivision were evaluated.

With respect to densities, Southcreek Section 1, through which access to the subject property would pass, has a density of 1.5 dwelling units per acre and an average lot size of 22,000 square feet. The applicant has proffered a maximum density and average lot size consistent with that of the aforementioned lots in Southcreek Subdivision. (Proffered Conditions 5 and 6)

#### Restrictive Covenants:

Proffered Condition 8 would require recordation of restrictive covenants for the subject property. It should be noted that the County will only insure the recordation of the covenants and will not be responsible for their enforcement. Once the covenants are recorded, they can be changed.

#### Notification:

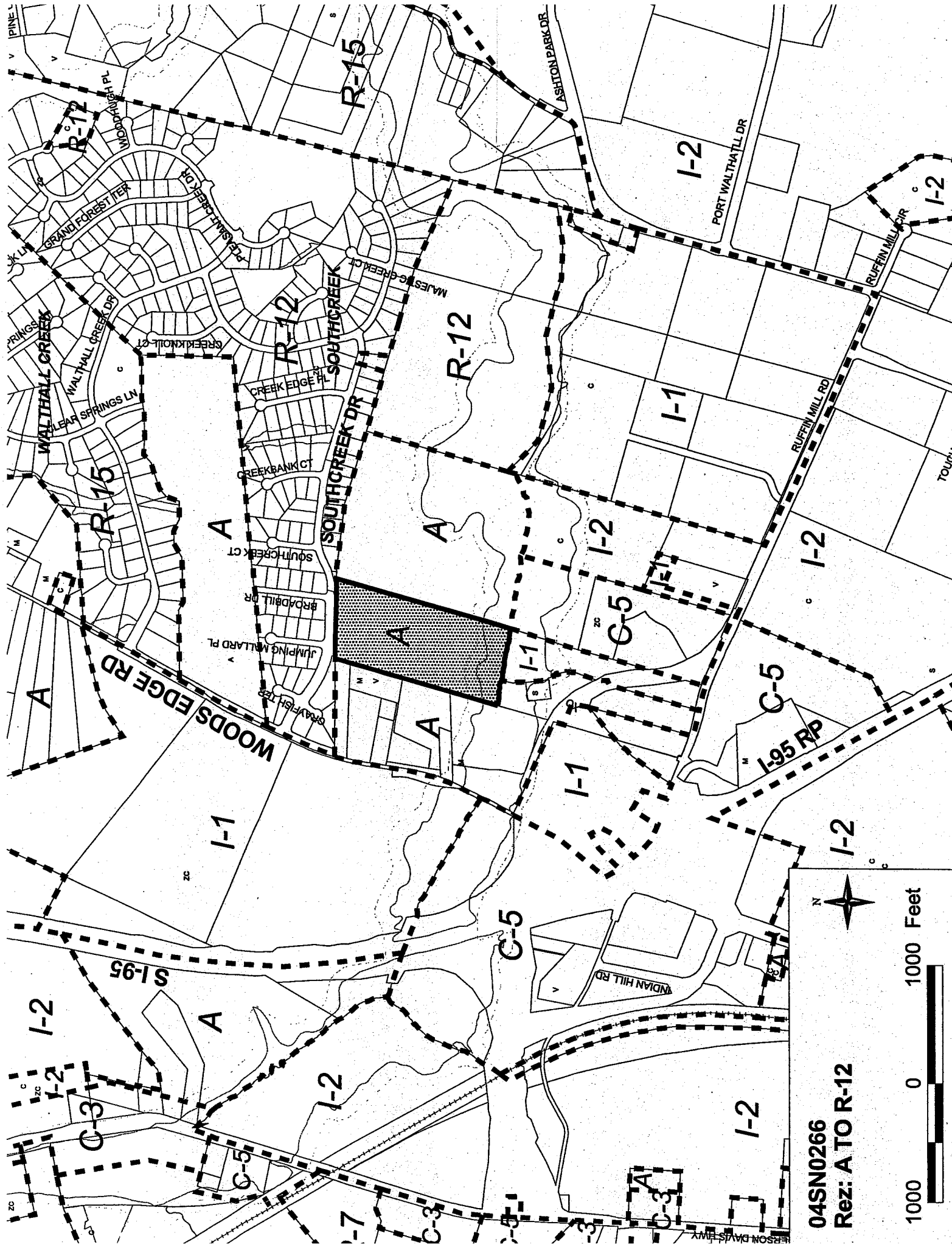
In response to area residents' concerns, proffered conditions require the developer to notify the last known representative of the Southcreek Homeowners Association on file with the Planning Department of the submission of tentative subdivision plans. It is imperative that the association keep the Planning Department current with the name and address of the representative to be notified. (Proffered Condition 7)

### CONCLUSIONS

The proposed residential zoning and land use conform to the Consolidated Eastern Area Plan which suggests that property is appropriate for low density residential development of 1.5 units per acre or less and is representative of existing and anticipated area development. The density of this proposal is 1.5 dwelling units per acre.

The proffered conditions address the impacts of this development on necessary capital facilities, as outlined in the Zoning Ordinance and Comprehensive Plan. Specifically, the needs for roads, schools, parks, libraries and fire stations is identified in the Public Facilities Plan, the Thoroughfare Plan and the Capital Improvement Program, and the impact of this development is discussed herein. The proffered conditions adequately mitigate the impact on capital facilities, thereby insuring adequate service levels are maintained and protecting the health, safety and welfare of County citizens.

Given these considerations, approval of this request is recommended.



04SN0266

Rez: A TO R-12

1000 0 1000 Feet